

DIARY.

turned upon the fact whether any repudiation of the money had been made by plaintiff as regarded the ten pounds before the money was handed over to the winner: if so, plaintiff would be entitled to recover. The Act 8 and 9, Vict. held that if two persons enter into a legal wager and deposit money on the event, no part of the money is recoverable from the stakeholder or agent except by the winner; but when an illegal wager is entered into, then either party, even the loser, could demand his money from the stakeholder, and was entitled to recover, provided the demand for it was made before the result was made known to its being paid over to the victor, or the loser. Therefore, as in this case the defendant had not paid over to Gilman, the winner, the ten pounds must be returned to plaintiff. A verdict was given accordingly for the plaintiff, Mr. Michael; for the defendant, Mr. Schenck.

COURT V. COLLINS.—This was an action to recover a sum of \$17 10a, for damages done by defendant to plaintiff's furniture. From the opening statement it appeared that in the month of May last defendant's wife engaged her servant to draw with defendant's horse and van some furniture belonging to plaintiff. The horse driven by defendant's servant, through the neglect and carelessness of said servant, bolted, in consequence of which the van upset, and the furniture was destroyed. An account of the price of the various articles was put in, and the party from whom the furniture was purchased, proved that the price charged was fair and reasonable. Defendant pleaded—not guilty, not indebted, and that the driver of the van, its vulgar son, was the author of the

Laral deposed that he sold the furniture referred to in the complaint to plaintiff; that subsequent to the accident, and also subsequent to the commencement of the action, defendant was desirous to settle the matter, proffering to pay plaintiff the sum of \$250, at different times, but the offer was not accepted, and plaintiff was entered into the present action and was brought. It was clearly proved that the accident arose from the negligence of the drayman, but the question turned on the fact whether the drayman was the servant of defendant or not; defendant offered evidence that the servant at the time, that he rented the van and horse to Houghton, the person with whom the accident occurred, for a weekly payment of \$2 a week. His Honor summed up, and the Court returned a verdict for plaintiff, and the case was remanded, 217 10.

Attorney for plaintiff, Mr. Munroe; of counsel, Mr.

Berkleman and Bate v. Douglass.—This was an action to recover £16 4s. 4½d. for goods sold and delivered. The debt was proved by the evidence of Mr. Bate, and a verdict was given for plaintiff. *Attorneys for plaintiffs, Mr. Mitchell; for defendants, Mr. Brown.*

M'CURTAYNE V. M'ENCROS.—This was an action for libel, damages £30. The plaintiff is Mr. William M'Curtaigne, publican, of Woolloomooloo; and the defendant, Mr. Edward M'Encros, grocer, of George-street. (The Libel.)

The hotel confessed in words used by defendant, "there is no other place like this." The plaintiff kept an infamous house on the Rocks. Defendant pleaded not guilty, and justification. The matter was entered upon at some length, and the evidence on the part of the plaintiff was proved, but for the defendant it was contended that the words were used in a different sense, to the effect that improper and disreputable characters were entertained at plaintiff's house on the Rocks. The case was only partially argued, and the court, as the assessors, believing that the plaintiff was not injured in character or reputation, had made up their minds to find for defendant. The advocate for the plaintiff was not permitted to call for the defendant on the plea of justification, as it would go to the character, and thus unjustly injure the allegation of plaintiff. This point was argued, but eventually defendant's advocate consented to strike out the plea of justification, and the court, in a verdict of one in nine sense admitted, the Court found, a ver-

BRENDEN V. DANCY. This was an action brought to recover the sum of £100, for work and labour done by plaintiff for defendant, his clerk, in the year 1861. The real question at issue was whether the defendant or the Reverend Archdeacon McEnroe—who, it was alleged, had a voice in the editorship of the *Freeman's Journal* (while under the management and conduct of defendant), upon or in connexion with which paper the services of the plaintiff had been secured, was the party to whom the plaintiff swore distinctly and positively to contribute money and engagement with defendant alone, and never understood from him, in respect of this particular demand, that the rev.

archdeacon was to be in any manner answerable until after some disagreements between defendant and the rev. gentleman, about the conduct and the management of the paper. Equity proceedings had been instituted between these parties, in which an affidavit was filed and used by defendant, and wherein he swore he had conducted the paper in question on his own

responsibility, and with his own means. This was relied upon by plaintiff's advocate, and so also were letters from defendant to plaintiff, which were put in evidence, as showing indisputably the claim of plaintiff. The assessors found a verdict for the plaintiff, for the amount claimed. Attorney for plaintiff, Mr. William Roberts; for defendant, Mr. Brown.

COLLINS V. SPENDING.—This was an action, brought to recover the sum of £30, part of a cheque for a larger amount, namely £40. The plaintiff reduced his demand to £30, in order to bring it within the jurisdiction of the Court. It was

from the evidence, that the plaintiff had advanced to defendant, in different sums of £10, moneys to the amount of the cheque, £40, and that they were lent by plaintiff to defendant with a full knowledge that they would be illegally employed, and for the illegal purpose of betting, &c., at the game of whist. The plea, however, did not, in reality, put this question at issue. The plea alleged plaintiff won of defendant the money, which was not in accordance with the facts filed. For the defence it was argued that, as the plaintiff had knowingly lent the money for the illegal purpose of

gaming, it was contrary to the statutes and not recoverable. In answer, it was contended that this question was not properly raised by the pleadings. After his Honor's directions on this point the assessors found a verdict for \$30. Attorney for plaintiff, Mr.

William Roberts for the defendant, Mr. Dalley, and attorney Mr. R. J. Cory.

SHERRISON V. CLARK.—This was an action for the recovery of the lease of premises in Castlereagh and Park streets, Sydney, alleged to be the property of plaintiff, and to have been in the use and occupation of the defendant. Plaintiff and his witnesses substantiated the case, and the defendant failed to establish his case for *£7*. Attorney for plaintiff, Mr. W. Roberts; for defendant, Mr. Brown.

CROWLEY V. COONEY.—An action for the recovery of the defendant's premises over the freehold property of plaintiff. The object of the present proceedings seemed to be fully answered, inasmuch as it appeared, in defence, that the nuisance was not now in existence, if it ever was. The case was one of complexity. Many witnesses were examined on either side. The assessors found a verdict for plaintiff. Damages, *40s*. Attorney for plaintiff, Mr. W. Roberts; for defendant, Mr. Brown.

INSOLVENT COURT.

TUESDAY.

BEFORE THE CHIEF COMMISSIONER OF INSOLVENT ESTATES.

In the estate of Frederick William Williams, a first meeting. Debts amounting to *£147 2s. 8d.* were proved. On insolvent's application for a maintenance of Honor directed the official assignee to pay him *£2* towards his support until the second meeting.

In the estate of John Pearson, a second meeting. Debts amounting to *£67 6s.* were proved. Insolvent was ordered to pay *£10* towards his support until the second meeting.

In the estate of Thomas Griffiths, deceased, an adjourned second meeting : further adjourned until the 2nd July.

In the estate of John Morris, a second meeting Debts amounting to £32 5s. were proved, and insolvent was examined in reference to a horse said to have been in his possession at the time of sequestration, but which he alleged to belong to Mr. Payton, and in relation to certain bills of sale given by him to Hugh Taylor.

In the estate of Gollan Mackenzie, an adjourned certificate meeting. Judgment reserved.

SUPPLEMENTARY

JAMES MAXWELL, of Burton-street, Sydney, watchman. Liabilities, £168 14s. 4½d. Assets—Value of personal property, £10; outstanding debts £101 5s.; total £111 5s. Deficit £57 11s. 4½d. Mr. Morris, official assignee.

JOHN POTTINGER, of Pottinger street, Sydney, master mariner. Liabilities £139 5s. 10d. Assets—value of personal property, £10. Deficit, £129 5s. 10d. Mr. McKenzie, official assignee.

MEETINGS OF CREDITORS

Wednesday, 1st June. 8 p.m. Bank half-past 10.

William Lawrence, adjourned examination, 11.
William Crowe, adjourned single, 12.
Thursday, 25.—George Buchanan, adjourned single,
11. Frederick Smith, adjourned examination, 1.
Friday, 26.—Frederick W. Williams, second, half-past
10. Jean Frey, second, half-past 11. Taylor and
Chapman, adjourned second, 12. John Reid, first, 2.

Abbott's pale ale
 stands Taylor's stout
 stands English ale.
 Terrap at sale.

CITY OF NEWCASTLE.
Choice Block of Land, situate at the co

WATT and KING STREETS.
W. F. WORT and CO. have received instructions

to be sold by public auction, at the Rooms, Pitt-
street, at 11 o'clock, on FRIDAY, 26th June.
All that valuable piece of land having about
93 feet frontage to King-street, and
66 feet frontage to Watt-street
In the CITY OF NEWCASTLE.
The above land is nearly in the centre of this populous
seaport, close to the Queen's Wharf, the Custom-house,
Court-house, &c., and may with confidence be called on

The value of property in Newcastle has been fully established by the prices realised at sales for some time past to call for any comment. It is only necessary to point out the particular locality of the block of land now offered for sale to insure for it the attention it deserves.

Pian on view at the rooms.

Terms at sale.

Important and Unreserved Sale in the Town of

MR. JOHN TAYLOR has been favoured with instructions from the Trustees of the **ELLISON ESTATE**, to sell by public auction, at his Mart, corner of Church and Phillip streets, Parramatta, on **THURSDAY, 25th June, 1857**, at 12 o'clock precisely, A two-story brick-built house, containing 9 spacious

This valuable building stands upon a large piece of land divided into yards and garden, having a frontage in George street of 71 feet 3 inches by a depth of 238 feet from the street.

Mr. T. considers it unnecessary in this advertisement to say more than that an opportunity like the present seldom presents itself to the capitalist for the investment of his money, offering, as it does, a large return!

¶ The attention of gentlemen requiring a large and commodious dwelling, is also called to this sale, which will take place, without reserve, at the time named.

Further particulars may be obtained by applying to
MORRIS, STENHOUSE and HARDY, solicitors, Elm Street,

by
Title, guaranteed.
Terms at sale.
Windsor Building Allotments, near the
Court-house.
JOHN B. LAVERACK has received instructions from Mr. John Chippendale to sell the public auction, on **TUESDAY**, the 3th instant.

LOT 1 contains 40 perches, more or less, having a frontage of 67 feet to North-street, by a depth of 168 feet. On this lot there is a brick-built cottage, &c.

LOT 2 contains 40 perches, more or less, with frontage and depth same as lot 1.

LOT 3 contains 80 perches, more or less, adjoining

Land in the immediate neighbourhood of the Court house, Windsor, cannot be obtained at any price. The auctioneer therefore earnestly request parties in want of allotments in this choice locality not to neglect the present opportunity, as such another is not likely to occur again.

Title, unexceptionable.

Terms, half cash, half credit.

MAIDEN'S PUNT.
Preliminary Announcement.
To large Capitalists, Speculators, Land Proprietors,
Gentry, Mercantile and other classes in the colonies
of Victoria, New South Wales, and South Australia.

S. JONES announces to the public that
he has been favoured with unqualified instructions

July from James Malden, Esq. of the Murray, to sell by auction at an early date, and positively without reserve.

Senior The flourishing township of Moama, better known as Malden's Point, on the Murray River, that powerfully towards the promotion of inland traffic.

Also, the newly-erected and magnificent punt, combining beauty of structure with strength and durability of design and materials; together with right of tollage in perpetuity, from which some

alone a princely revenue is even now derived
Plans and all particulars of the above valuable property
to be obtained from S. JONES, auctioneer, Hall of Commerce, Santhrust.

GREAT SALE OF CHOICE LAND!
Fourteen River Frontage Farms, near Windsor, and distant from Richmond, Wilberforce, and Pitt Town for sale by Auction, in from 20 to 25 Acres Allotment with the privilege of from 1 to 40 acres more and

JOHN B. LAVERACK will sell, in front of
J. M. McQuade's Commercial Hotel, on MONDAY, the 6th of July,
A large part of that valuable agricultural property
favourably known as the **CORNWALLIS ESTATE**.
It comprises Cornwallis-place, or the Grants of Wood

Farmer, also of Samuel Jackson, in the district of Cornwallis, on the Hawk-bury, north of Windsor, and the grant to Michael Kowen, a ROME FARM, in Wilberforce, on the river, a mile or Windsor, and nearly opposite the mouth of South Creek.

It is situated between the river and the Arkley Farm property which, without water frontage and without back-
steads, was lately sold by auction for cash, and upon
possessionary title only, some of it for less than thirty-five,
much for forty pounds per acre !

More recently, land in the neighbourhood, with
houses, but with water frontage, has changed hands
fifty pounds per acre, and since then, of course, the price

All-ments adjoining Cornwallis Place, with neil buildings nor water frontage, are rented for three year thirty-nine shillings an acre per annum; and some, by, more advantageously situated, are let to yearly ten at forty shillings!

Speculators in country property are reminded th two years, or when the railroad—the canal—

has been surveyed)—is completed, the farmers along the course of the Hawkbury, Cole, and Macdonald, now selling their produce by sea to a market, will find one more convenient and profitable city: Windsor. This growing town soon to be a busy inland city—is at the head of the navigation of the finest river in the colony. It will shortly be the terminus of a RAILROAD communication with the coast; and then, of between eighty and a hundred miles STEAMBOAT freighting, and of the carriage, BY RAIL.

the wants and produce of a large area of surrounding agricultural country, and via "Bell's line," of the tract between the Mudgee and Bathurst districts.

Whoa distant but a ride of little more than two hours from Sydney, these Cornwallis and Wiltshire lands become the market-garden farms of the city destined to be the largest in the Southern Hemisphere.

SMALL FARMERS, WITH TWO HUNDRED MORE POUNDS IN READY MONEY ARE HELP-

The time for advertising is so short, the number of all the
ments to be sold so many, and the sale in small farms
the large adjoining Argyle Estate so recent, that, notwithstanding the unusual accommodation offered, it is quite probable some of this property will be disposed of at even less than its PRESSENT value.

The Auctioneer has the offer of several thousand pounds to be lent to the purchasers, at a low rate of interest.

The title, strengthened by over sixty years of undisturbed possession, is complete and unimpeachable. The dead are in the hands of Messrs. Norton, Son, and Norton.

Lithographed plans, upon which are notes of much importance, will be furnished by the Auctioneer, in Windsor and by the surveyor, E. J. H. KNAPP, Esq., 26 and Elizabeth-street, in Sydney.

Such part of the estate as is reserved from this sale will probably be leased for a term of seven years. If not, it will be sold sometime in 1838.

Readers of this advertisement will oblige by directing
it the attention of those of their friends who are in search
of first-rate river-frontage HOMESTEAD farms, of a very
high prospective value.

In the Insolvent Estate of Andrew Miller; by order of the
Official Assignee, F. W. Perry, Esq.

HENRY HINE NEWMAN will sell, at
the Premises, **THURSDAY**, the 2nd day
July next, at 10 o'clock, by public auction, without
reserve, at
allight next,
All the right, title, and interest of the official assignee

For further particulars apply to the Auctioneer, Heffernan street.

... one door north from Pitt-street; or 3, Barrack
g'r (L)

(From Household Words.)

He sat down in his verandah, and a servant brought him his coffee. While he was indulging in this tasty beverage, two female slaves slowly approached their master. One was a woman of about forty, though to appearance much older; the other was her daughter, a beautiful girl of that dubious age when the child merges into maidenhood. The jet-black eyes, that otherwise shone with light and life, had become red with weeping, while her mother shed bitter tears and sobbed aloud. Both fell on their knees before the merciless director.

"Well, things went on thus, without my ever having to complain of him till a year or two ago. Then he changed all at once. He began to neglect his duty; he began to neglect his master's interests; he began to neglect his own sustenance and a guide for his master, and to his honour I must say it, he never missed. If there were not many ships, or there was but little doing on the quay, he yet knew how to get me a guide. How he did it was, of course, no business of mine—that was for his account: on such matters we must allow them perfect liberty.

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tion required in a British Court of Justice too often leads to the partial if not complete impunity of the guilty. Even in a case like this before us, open and reckless as was the violence employed, it is possible enough that the crime might have escaped unpunished had it been committed at sea. It certainly does appear, and we shall presently give some explanation of the fact, that these barbaric practices prevail to a greater and more shocking extent in American ships than in those of our own country, but even the British merchant service is

processes of the respiratory organs the effect of the pills is highly salutary. As an outward application for sore throat, croup, asthma, and bronchitis, Holloway's Ointment is invaluable. It soon relieves the irritation of the mucous membrane of the trachea and the bronchial tubes, and removes that choking sensation so alarming in croup and asthma. Sold at the establishment of Professor Holloway, 474, Strand (near Temple Bar), London, and 80, Maiden Lane, New York; also, by all respectable druggists and dealers in medicines throughout the civilised world, and in all parts of Australia, at the following prices:—1s. 6d., 3s. 6d., and 5s. 6d. each pot. ☞ There is a considerable

Apply to Mr. GEORGE LANGHORNE, estate-and house agent, Newtown.

COTTAGE TO BE LET, at Newtown, containing eight rooms, besides kitchen, laundry, stabling, and other out-offices; also garden, lately in the occupation of Rev. — Chapman. Rent, £100 per a-n-n-u-m. Apply to WM. LAIDLAY, Newtown; or at 215, George-street.

FURNISHED or Unfurnished Apartments, at No. —, College-buildings, Jamison-street.

FURNISHED APARTMENTS. — Wanted, in me-

SYDNEY MORNING HERALD.
CASH TERMS OF ADVERTISING:

Two lines	One shilling.
Four ditto	Two shillings.
Six ditto	Three shillings.
Eight ditto	Four shillings.

and 3d. (three-pence) per line for every additional line for each insertion.

SUBSCRIPTION—£4 per annum in advance.
 * All advertisements under six lines will be charged to advertiser's account, if booked.

the Office of the "Sydney Morning Herald," Pitt and Hunter
streets, Wednesday June 24th, 1857.